

Fill in this information to identify the case:

Debtor 1 Mary Tilbury
Debtor 2 _____
(Spouse, if filing)
United States Bankruptcy Court for the : Northern District of California
(State)
Case number 21-40945

Official Form 410S1**Notice of Mortgage Payment Change****12/15**

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: US Bank Trust National Association, Not In Its Individual Capacity But Solely As Owner Trustee For VRMTG Asset Trust

Court claim no. (if known): 2

Last four digits of any number you use to identify the debtor's account: XXXXXX8616

Date of payment change:
Must be at least 21 days after date of this notice 6/1/2022

New total payment:
Principal, interest, and escrow, if any \$3,054.48

Part 1: Escrow Account Payment Adjustment**1. Will there be a change in the debtor's escrow account payment?**

- ☒ No
☐ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: _____

Current escrow payment: \$ _____

New escrow payment : \$ _____

Part 2: Mortgage Payment Adjustment**2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate in the debtor's variable-rate account?**

- ☐ No
☒ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: _____

Current interest rate: 4.000%

New interest rate: 5.000%

Current principal and interest payment: \$ 1,942.68

New principal and interest payment: \$ 2,202.71

Part 3: Other Payment Change**3. Will there be a change in the debtor's mortgage payment for a reason not listed above?**

- ☒ No
☐ Yes. Attach a copy of any documents describing the basis for the change, such as repayment plan or loan modification agreement.
(Court approval may be required before the payment change can take effect.)

Reason for change: _____

Current mortgage payment: \$ _____

New mortgage payment: \$ _____

Debtor 1

Mary Tilbury

Case number (if known) 21-40945

First Name Middle Name Last Name

Part 4:**Sign Here**

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box.

☐ I am the creditor.

☒ I am the creditor's authorized agent

I declare under penalty of perjury that the information provided in this Notice is true and correct to the best of my knowledge, information, and reasonable belief.

X /s/Ciro A Mestres Date 04/28/2022
Signature

Print: Ciro A Mestres Title Authorized Agent for Creditor
First Name Middle Name Last Name

Company McCalla Raymer Leibert Pierce, LLC

Address 1544 Old Alabama Road
Number Street
Roswell GA 30076
City State ZIP Code

Contact phone 678-281-6516 Email Ciro.Mestres@mccalla.com

In Re:
Mary Tilbury

Bankruptcy Case No.: 21-40945
Chapter: 13
Judge: William J. Lafferty

CERTIFICATE OF SERVICE

I, Ciro A Mestres, of McCalla Raymer Leibert Pierce, LLC, 1544 Old Alabama Road, Roswell, GA 30076, certify:

That I am, and at all times hereinafter mentioned, was more than 18 years of age;

That on the date below, I caused to be served a copy of the within NOTICE OF MORTGAGE PAYMENT CHANGE filed in this bankruptcy matter on the following parties at the addresses shown, by regular United States Mail, with proper postage affixed, unless another manner of service is expressly indicated:

Mary Tilbury
4616 Stauffer Place
Oakland, CA 94619

Evan Livingstone
California Rural Legal Assistance, Inc.
1160 N Dutton Ave Ste 105
Santa Rosa, CA 95401
(served via ECF Notification)

Martha G. Bronitsky, Trustee
P.O. Box 5004
Hayward, CA 94540-5004
(served via ECF Notification)

Office of the United States Trustee
Phillip J. Burton Federal Building
450 Golden Gate Ave. 5th Fl., #05- 0153
San Francisco, CA 94102
(served via ECF Notification)

I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed on: 04/29/2022 By: /s/Ciro A Mestres
(date) Ciro A Mestres
Authorized Agent for Creditor



P.O.Box 111209
Nashville, TN 37222

03/15/2022

Return Service Requested

MARY H TILBURY
1160 N DUTTON AVE #105
SANTA ROSA, CA 95401

IMPORTANT MORTGAGE NOTIFICATION

Your Payment and Interest Rate will Increase.

Account Number: [REDACTED]
Property Address: 4616 STAUFFER PL
OAKLAND, CA 94619

Dear Homeowner (s):

Per the terms of your modification agreement, your interest rate will change to 5% effective 05/01/2022. This change in your interest rate will result in a new monthly payment of \$2,202.71, and your first payment at the new adjusted level is due 06/01/2022. The table below shows the schedule of adjustments to your new interest rate and estimated future changes to your monthly mortgage payment.

Interet Rate	Interest Rate Effective Date	Monthly P & I	Estimated Monthly Escrow Payment	Total Monthly Payment	Payment Due Date
5%	05/01/2022	\$2,202.71	\$795.36	\$2,998.07	06/01/2022
5.625%	05/01/2023	\$2,369.38	\$795.36	\$3,164.74	06/01/2023

Your monthly payment includes an escrow amount for property taxes, hazard insurance and other escrowed expenses (if applicable), which, if they increase, may also increase your monthly payment. The escrow payment amounts shown are based on current data and represent a reasonable estimate of expenditures for future escrow obligations; however, escrow payments may be adjusted periodically in accordance with applicable law. Your total monthly payment is calculated by adding the principal, interest, and escrow.

If you have any questions or anticipate challenges paying your new monthly payment. Please contact our customer service by calling (800) 495-7166.

If you were modified under the Home Affordable Modification Program (HAMP), your interest rate will increase by up to 1% per year until it reaches its cap, which was the market rate of interest being charged by mortgage lenders on the day the modification agreement was prepared. Once the interest rate reaches the cap, it will be fixed for the remaining life of the loan. You may also contact the Homeowner's HOPEtm Hotline by calling 1-888-995-HOPE. The Hotline can help with questions about your HAMP modification and offers access to free HUD-approved counseling services in English or Spanish (other languages are available on request). It is available 24hours a day/7days a week.

ACH Debit Borrowers: You have previously authorized by Fay Servicing, LLC, to automatically debit your bank account each month for the amount of your monthly payment of principal, interest and escrow (if applicable). Please note the amount of your next ACH debit will be changed (increase/decrease) to reflect the amount of your new monthly payment as reflected herein. Fay Servicing, LLC, is authorized to debit your bank account each month until you provide written or oral notice to stop. Termination request must be received by Fay Servicing LLC, at least three (3) business days prior to your next scheduled debit.

DISCLOSURES

Federal law requires us to advise you that Fay Servicing, LLC (NMLS ID 88244) as the servicer of your loan, is responsible for collecting your payments; however, in some circumstances we may be acting as a debt collector, in those circumstances, this communication is from a debt collector attempting to collect a debt and any information obtained may be used for that purpose.

CREDIT REPORTING

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

IMPORTANT BANKRUPTCY NOTICE

Bankruptcy (if applicable) - To the extent your original obligation was discharged or is subject to an automatic stay of bankruptcy under Title 11 of the U.S. Code, this statement is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, Fay Servicing, LLC retains rights under its security instrument, including the right to foreclose its lien.

NOTICE TO CUSTOMERS

To provide us with a Notice of Error about the servicing of your loan, or make a Request for Information about the servicing of your loan, please contact us at: Fay Servicing, LLC, **Attn: Customer Service Department**, 3000 Professional Drive, Suite A,, Springfield, IL 62703

Should you have any questions or concerns regarding your loan, please contact us at (800) 495-7166. Our office is open 8am-7pm CST Mon-Thur, 8:am-5pm Fri and 9am-12pm CST on Sat.

MINI MIRANDA

This communication is from a debt collector and it is for the purpose of collecting a debt and any information obtained will be used for that purpose. This notice is required by the provisions of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who has discharged the debt under the bankruptcy laws of the United States.

U.S. Department of Housing and Urban Development (HUD)

Pursuant to Section 169 of the Housing and Community Development Act of 1987, you may have the opportunity to receive counseling from various local agencies regarding the retention of your home.

For a list of homeownership counselors or counseling organizations in your area contact:

- The Consumer Financial Protection Bureau: [consumerfinance.gov/find-a-housing counselor](http://consumerfinance.gov/find-a-housing-counselor)
- The Department of Housing and Urban Development (HUD): hud.gov/offices/hsg/sfh/hcc/hcs.cfm or by calling (800) 569-4287 or TDD (800) 877-8339

EQUAL CREDIT OPPORTUNITY ACT NOTICE

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Customer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is:

Federal Trade Commission
Equal Credit Opportunity
600 Pennsylvania Avenue, NW
Washington, DC 20580
1-877-FTC-HELP (1-877-382-4357); TTD: 1-866-653-4261
www.ftc.gov

SERVICEMEMBERS CIVIL RELIEF ACT (SCRA) - If you or any other person on this mortgage is a servicemember or dependent of a servicemember, you may be entitled to certain protections under the Federal Servicemembers Civil Relief Act (50 U.S.C. Sec 501) regarding the servicemember's interest rate and the risk of foreclosure. Counseling for qualified individuals is available at agencies such as Military OneSource and Armed Forces Legal Assistance. To obtain information on counseling assistance, contact the OneSource Center, toll free, at (800)-342-9647 or visit their website: <http://legalassistance.law.af.mil.content/locator.php>.

PROPERTY INSPECTIONS

If your loan account is in default, in accordance with the terms of your Mortgage/Deed of Trust, Fay Servicing, LLC may inspect your property to determine that it is being maintained and occupied. As needed or required, Fay Servicing, LLC may secure the property. Securing the property may result in locks being added or changed in an effort to protect the property and may also include winterizing and/or mowing the property as necessary. Any fees for such an inspection and/or property services may be charged to your account.

Disputed Debts: If you are disputing the debt, or a portion of the debt, please note that this statement is for information and compliance purpose only. It is not an attempt to collect a debt against you.

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California Property Owners - The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8:00 a.m. or after 9:00 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.

Additional accountings can be requested pursuant to Section 2954 of the California Civil Code.

Fay Servicing, LLC is a debt collector, and information you provide to us will be used for that purpose. To the extent your original obligation was discharged, or is subject to an automatic stay under the United States Bankruptcy Code, this is being provided for informational purposes only and does not constitute an attempt to collect a debt or impose personal liability. Our office hours are HoursofOperation . Call today: CSPhoneNumber . NMLS ID# 88244.Fay's CRMLA License # is 4130976 and CFL License # is 60DBO-82792

Our office hours are 8am-7pm CST Mon-Thur, 8:am-5pm Fri and 9am-12pm CST on Sat. Call today: (800) 495-7166.